Scott v. *Chichester*, 107 Va. 933, 60 S. E. 95. One argument made is that, by the very terms of the sentence, no confinement is legal after the date fixed for its expiration. See *Woodward* v. *Murdock*, *supra*; *Scott* v. *Chichester*, *supra*. This overlooks the fact that the date of termination is significant only as fixing the quantum of time to be served. *Ex parte Ridley*, 3 Okla. Cr. 350, 360, 106 Pac. 549, 553; *State* v. *Horne*, 52 Fla. 125, 135, 42 So. 388, 391. More plausibly it is argued that since one paroled must conform to certain restrictions he is not technically free and must therefore be considered as serving the sentence. *Woodward* v. *Murdock*, *supra*. But time on parole is obviously not equal to time served, and consent to postponement of the punishment seems valid, even if consent to the conditions is not. There seems to be no reason why general power to grant parole should not include power to make its conditions operative indefinitely, or for any specified period. *In re Kelley*, 155 Cal. 39, 99 Pac. 368; *State* v. *Horne*, *supra*. Such a conditional parole should perhaps be strictly construed in the prisoner's favor. *Huff* v. *Dyer*, 4 Oh. Cir. Ct. R. 595. The same may be said of a statutory power to grant conditional parole. *In re Prout*, 12 Idaho, 494, 86 Pac. 275. Upon such a liberal construction the principal case seems correct.

PLEDGES — TRANSFER OF POSSESSION — CONSTRUCTIVE DELIVERY BY TRANSFER OF DISTILLING RECEIPTS. — A distilling company, having stored spirits in its own distillery warehouse as required by Federal statute, issued warehouse receipts for the same and indorsed them to the plaintiff bank as security for a loan. *Held*, that as against the trustee in bankruptcy a valid pledge was created. *Taney* v. *Penn National Bank of Reading*, U. S. Sup. Ct., Jan. 26, 1914.

To constitute a valid pledge there must be an actual or constructive delivery of possession. *Seymour* v. *Colburn*, 43 Wis. 67. The delivery of a warehouse receipt is ordinarily sufficient. *Bush* v. *Export Storage Co.*, 136 Fed. 918. But if issued by the owner of the goods himself, it is in no way a symbol of them; and its delivery is ineffectual. *Thorne* v. *First National Bank*, 37 Oh. St. 254; *Valley National Bank* v. *Frank*, 12 Mo. App. 460; *Yenni* v. *McNamee*, 45 N. Y. 614. The opposite view seems incorrect even when the owner is actually a warehouseman. *Bank* v. *Jagode*, 186 Pa. St. 556, 40 Atl. 1018. But see *State* v. *Robb-Lawrence Co.*, 17 N. D. 257, 115 N. W. 846. By federal statute every distiller is required to provide a warehouse in which his spirits must be stored under government supervision until the government tax is paid. U. S. REV. STAT., §§ 3247–3334. Warehouse receipts issued under such circumstances have been treated, as in the principal case, as valid symbols of possession. *Merchant's National Bank* v. *Roxbury Distilling Co.*, 196 Fed. 76. *Contra*, *Conrad* v. *Fisher*, 37 Mo. App. 352. But the government is not a bailee, and the owner is still in control. In substance, therefore, such a receipt amounts to nothing more than a promise on the part of the possessor to hold the goods as security. Accordingly, it is difficult to find any actual pledge. It seems, however, that the promisee should have an equity based on a right to specific performance. See article by Professor Williston, 19 HARV. L. REV. 557, 583. *Union Trust* v. *Trumbull*, 137 Ill. 146, 27 N. E. 24. But such an equitable right, secretly incumbering the property, is invalid against a trustee in bankruptcy. *Fourth St. National Bank* v. *Millbourne Mills*, 172 Fed. 177; *American Can Co.* v. *Erie Preserving Co.*, 171 Fed. 540. A recognized custom to so use distilling receipts would safeguard against the giving of credit on the ostensible ownership of the possessor, and it seems that the equity should prevail.

POLICE POWER — INTEREST OF PUBLIC HEALTH — CONSTITUTIONALITY OF EUGENIC MARRIAGE LAWS. — A Wisconsin statute forbids the county clerk

to issue a marriage certificate to any male applicant who does not produce a physician's certificate stating the applicant to be free from acquired venereal diseases, and provides that the physician's fee for such examinations shall not exceed three dollars. *Held*, that the statute violates Article 1, section 1, and Article 1, section 18, of the Wisconsin Constitution. *Peterson* v. *Widule*, (Circuit Ct. of Milwaukee County, Wis.). Not officially reported.

The probability that other states will enact statutes modeled after the one held invalid in the principal case gives rise to a discussion of such statutes from the point of view of the Fourteenth Amendment and similar provisions in state statutes. See NOTES, p. 573.

SALES — TITLE OF GOODS SUBJECT TO BILL OF LADING — BILL OF LADING AS SECURITY FOR ADVANCES; NATURE OF PLEDGEE'S INTEREST — EFFECT OF SURRENDER ON A "TRUST RECEIPT." — The plaintiff bank advanced money on the security of several order bills of lading duly indorsed. Subsequently in return for a receipt it indorsed and delivered the bills to the original owner of the goods to effect a transfer of the goods to a warehouse. The owner sold the non-negotiable warehouse receipts he received on deposit of the goods to the defendant. *Held*, that the plaintiff is entitled to the goods. *B. W. McMahan & Co.* v. *State Nat. Bank*, 160 S. W. 403 (Tex. Civ. App.).

For a discussion of the application of the mercantile view of negotiable documents of title, see NOTES, p. 583.

TITLE OWNERSHIP AND POSSESSION — POSSESSION — CONTROL OF SAFE DEPOSIT COMPANY OVER SECURITIES IN BOX OF DEPOSITOR. — An action was brought by the State of New York to recover a penalty under the Inheritance Tax Act, which provided that no safe-deposit company, "having in possession or under control" securities of a decedent, should transfer them to the legal representative without first notifying the Comptroller. The defendant company had allowed the removal of securities from a safety-deposit box without notice. They controlled access to the vault, but the decedent and his agent held the only keys to the box. It was claimed by the defendant that they did not have the securities "in possession or under control." *Held*, that the defendant is not liable. *People* v. *Mercantile Safe Deposit Co.*, 159 N. Y. App. Div. 98 (N. Y. Sup. Ct., App. Div., 1st Dept.).

The Supreme Court of Illinois under a similar statute recently decided squarely the opposite where the bank had one key and the depositor another, both of which were necessary for access to a safe-deposit box. *National Safe Deposit Co.* v. *Stead*, 250 Ill. 584. The Supreme Court of the United States in reviewing this decision held that the vault owner had sufficient control to prevent the statute from being unconstitutional as an arbitrary attempt to impose the liabilities of possession when none existed. 34 Sup. Ct. Rep. 209. It is difficult to agree with the Illinois court that the bank has actual possession. For complete possession there must be present active dominion. *Sullivan* v. *Sullivan*, 66 N. Y. 37, 41; 6 HARV. L. REV. 443; see article by Albert S. Thayer, 18 HARV. L. REV. 196. The bank may be excluded from such an active dominion by the depositor, but through its own power to exclude has acquired one important element of possession, and has sufficient control to bring it fairly within the obvious purpose of the statute. Just how far such legislation is intended to cover cases where there is a power to exclude is doubtful. The owner of a large office building who rents separate rooms has a power to exclude at the street entrance, but clearly would not be within the statute. It is submitted, however, that in the principal case as well as the Illinois case there was "control" within the meaning of the legislature.

USURY — FORFEITURES — RIGHT OF DIRECTOR TO ENFORCE PENALTY AGAINST CORPORATION. — The plaintiff paid usurious interest on a loan made